

**SERIAL 04134 - C BACKHOE/LOADER, 118 HP, 4 X 4 AND TRADE-IN OR OUTRIGHT SALE OF
BACKHOE/LOADER**

CONTRACT PERIOD THROUGH OCTOBER 31, 2005

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **BACKHOE/LOADER, 118 HP, 4 X 4 AND TRADE-IN OR OUTRIGHT SALE
OF BACKHOE/LOADER (NIGP CODE 76004)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **OCTOBER 20, 2004**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

WP/jmk
Attach

Copy to: Clerk of the Board
 Les Glover, Equipment Services
 Sharon Tohtsoni, Materials Management

(Please remove Serial 95313 from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR:

**BACKHOE/LOADER, 118 HP, 4 X 4 AND
TRADE-IN OR OUTRIGHT SALE OF
BACKHOE/LOADER (NIGP CODE 76004)**

1.0 INTENT:

The intent of this Invitation for bids is to establish pricing for the item(s) specifically listed herein. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management. Anticipated purchase quantity is One (1) or more, **BACKHOE / LOADER, 118 HP, 4X4 AND TRADE-IN OR OUTRIGHT SALE OF BACKHOE / LOADER (S)**, in sufficient detail to secure bids for comparable equipment. Shall be delivered to the Maricopa County Equipment Services Department, 3325 West Durango, Phoenix, Arizona, as covered by purchase order only.

The scope of the contract encompasses three (3) parts:

- 1.1 The purchase of two (2) or more Backhoe/Loader as more clearly defined in these specifications.
- 1.2 Guaranteed maintenance for six (6) years or 4,000 hours, whichever event occurs first in time, as more fully described elsewhere in these specifications; and
- 1.3 Guaranteed Residual Value Agreement as more fully described elsewhere in these specifications.

2.0 TECHNICAL SPECIFICATIONS, MINIMUM:

2.1 ENGINE:

- 2.1.1 **Type - Diesel**, Four-cycle, 118 SAE net horsepower minimum at approximately 2200 RPM.
- 2.1.2 **Air Cleaner** - Two (2) stage dry type with Turbo II pre-cleaner.
- 2.1.3 **Cooling** - Manufacturer's maximum shall be capable of operating continuously at full capacity with ambient temperature 122+ degrees Fahrenheit. Radiator shall have sufficient space for cleaning without removing the AC condenser. System shall include any additional easy access screening available from the manufacturer that will prevent debris from getting in the radiator.

2.2. ELECTRICAL:

- 2.2.1 **System Volts** - 12
- 2.2.2 **Alternator Output** – Min. 65 amps.
- 2.2.3 **Batteries** – Mfr.'s max. maintenance free type, with capacity to crank engine at 0° F.

2.3 MALFUNCTION MONITORING SYSTEM:

- 2.3.1 **Engine Coolant Temperature**
- 2.3.2 **Fuel Gauge**
- 2.3.3 **Transmission Torque Converter Oil Temperature**

- 2.3.4 **Air Cleaner Restriction**
- 2.3.5 **Alternator Voltage**
- 2.3.6 **Engine Oil Pressure**
- 2.3.7 **Hydraulic Oil Filter Restriction**
- 2.3.8 **Parking Brake Indicator**
- 2.3.9 **Hour-meter / Tachometer**
- 2.4. **TRANSMISSION:**
 - 2.4.1 **Type** - Power shift
 - 2.4.2 **Speeds** - Four speeds forward and two in reverse
 - 2.4.3 **Travel Speed** – Min. 20 mph, forward, 16 mph reverse
- 2.5. **BRAKES:**
 - 2.5.1 **Type** – Hydraulic operated wet disc, fully enclosed, maintenance free.
 - 2.5.2 **Parking Brake** - Disk type, spring applied hydraulically released.
- 2.6. **STEERING:**
 - 2.6.1 **Type** – Power assist
 - 2.6.2 **Axle Oscillations** – Stop to stop, approx. 18°
 - 2.6.3 **Curb Turning Radius** – 15' 7" without using brakes
 - 2.6.4 **Steering Wheel** - Tilt
- 2.7. **FINAL DRIVES:**
 - 2.7.1 **Type** - Heavy duty, inboard planetary design.
 - 2.7.2 **Front Axle** – Mechanical front wheel drive, electric on /off control, limited slip differential.
 - 2.7.3 **Rear Axle** – Differential lock, foot operation preferred.
- 2.8. **HYDRAULIC SYSTEM:**
 - 2.8.1 **Type** – Open or closed center, load sensing design.
 - 2.8.2 **Filtration** - 10 micron or better, spin-on type filter
 - 2.8.3 **Relief Pressure** – Approx. 3000 PSI.

2.8.4 **Pump:**

2.8.4.1 Type – Radial piston or pre-approved equal

2.8.4.2 Capacity – Approx. 53 gpm. @ 2500 psi.

2.8.5 **Auxiliary Tool Capability** – Hydraulic lines with quick disconnects shall be run to the end of dipper stick, any and all components and controls necessary to operate attachment shall be installed.

2.9 TIRES: (Size as specified or pre-approved exception.)

2.9.1 **Front Tires** – 15-19.5, 8 PR, tubeless.

2.9.2 **Rear Tires** – 21L-28, 14 PR R4, tubeless

2.9.3 **Tire Manufacturer** – GOODYEAR, no exceptions.

2.9.4 **Spare** - One each, front and rear tire and wheel assembly.

2.10 CAB:

2.10.1 **ROPS/FOPS** - Shall meet all federal safety standards.

2.10.2 **Sound Suppressed** - Shall meet all OSHA/MSHA standards.

2.10.3 **Pressurized Cab** – Approx. .24-in. Hg.

2.10.4 **Heater/Defroster** – Mfr.'s max. with fresh air intake

2.10.5 **Air Conditioning** - Manufacturer's maximum with R134A refrigerant.

2.10.6 **Seat** - Suspension type fully adjustable with Federally approved seat belt.

2.10.7 **Windows** – Tinting, darkest legal per AZ. State law, minimum five year warranty on material and installation.

2.10.8 **Windshield Wipers/Washer** - Front and rear.

2.10.9 **Locking Doors** - Keyed alike.

2.10.10 **Dome Light** - Overhead type.

2.10.11 **Rear View Mirrors:**

2.10.11.1 Interior - Single

2.10.11.2 Outside – One on each side, large size, heavy-duty design.

2.10.12 **AM/FM Radio** – Factory installed.

2.11 **FENDERS:**

Manufacturers standard.

2.12 **LIGHTING:**

2.12.1 **Driving/Working** - Heavy-duty halogen. Two each front and rear.

2.12.2 **Stop/Tail** - Two each rear.

2.12.3 **Turn Signal/Emergency** - Two each front and rear.

2.13 **VANDAL PROTECTION:**

Shall be equipped with manufacturers maximum.

2.14 **LOADER:**

2.14.1 **Bucket Type / Capacity** - General purpose, heavy-duty design, with bolt on cutting edge.

2.14.1.1 **Capacity** – Min, 1.8 yd. heaped

2.14.1.2 **Type** - General Purpose bucket, heavy-duty design,

2.14.2 **Breakout Force** – Approx. 15,000 lbs.

2.14.3 **Dump Clearance** – Approx. 9' 4" at 45 degrees.

2.14.4 **Bucket Dump Angle** – Approx. 45 degrees.

2.14.5 **Rollback Angle** – Approx. 45 degrees at ground level.

2.14.6 **Reach** - Approx. 30.3" at maximum height and 45 degree dump angle.

2.14.7 **Lift Capacity Full Height** – Approx. 8693 lb.

2.14.8 **Controls** – Single lever

2.14.9 **Digging Depth Below Ground** – Approx. 4" at bucket level.

2.15 **BACKHOE W/ EXTENDABLE DIPPERSTICK:**

2.15.1 **Digging Force** – Approx. 17,000 lb. bucket cylinder

2.15.2 **Digging Force** – Approx. 11,750 lb. crown cylinder

2.15.3 **Swing Arc** – 180 degrees

2.15.4 **Operator Control** – Two levers

- 2.15.5 **Bucket Rollback Positions** – 2 to 14 degrees
- 2.15.6 **Stabilizer Spread** – Operating position, approx. 13' 1"
- 2.15.7 **Leveling Angle** – Approx. 13 degrees
- 2.15.8 **Loading Height** – Truck loading position, approx. 15' 3"
- 2.15.9 **Reach From Center of Swing Point** – Approx. 26' 8"
- 2.15.10 **Digging Depth** – Approx. 23' 1"
- 2.15.11 **Lift Capacity** – Approx. 6030 lb. with dipper-stick retracted.
- 2.15.12 **Bucket** – Heavy-duty design with lifting loop, 24" width, 11.1 cu/ft capacity equipped with welded shanks and pin-on teeth
- 2.15.13 **Wrist Action Bucket Adaptor** – WAYNE-ROY, (no exception), heavy-duty design.
- 2.15.14 **Stabilizer Pads** – Heavy duty design, with reversible pads.
- 2.15.15 **Quick Disconnect** – Unit shall be equipped with this system, designed such that the operator can connect and disconnect for inside the cab.

2.16 **SAFETY EQUIPMENT:**

- 2.16.1 **Horn** - Automotive type, meeting Federal Standards
- 2.16.2 **Non-Skid Surfaces** - All steps and standing areas.
- 2.16.3 **Slow Moving Placard** - Installed on rear in a highly visible location.
- 2.16.4 **Backup Alarm** – Shall be heavy water proof design, meeting all AZ. State and Federal regulations.
- 2.16.5 **Beacon Light** – WHELEN, S360CAB, installed per manufacturers specifications.

2.17 **PAINT:**

Manufacturer's standard.

2.18 **GENERAL:**

Unit (s) shall be completely serviced, tested and ready for full operation before delivery. **Complete inspection shall be made prior to delivery to ensure compliance with specifications is adhered to.** *Five (5) keys shall be supplied, each with 1" key rings and identification tags with serial number.*

2.19 WARRANTY:

- 2.19.1 **Warranty Requirement Criteria** - One (1) full year parts and labor including extended SIX (6) YEARS or 4000 HOURS power train warranty. It is understood that if warranty repairs are necessary during the warranty period, the successful bidder will be required to make said repairs F.O.B. machine location within Maricopa County at no charge to the County. In the event of major repairs, dealer has as his option the choice of transporting the machine to the closest service facility for repairs. The above warranty will become effective the first day after 21 consecutive working days of satisfactory service.
- 2.19.2 **Repair Cost** - The cost of repairs, including parts and labor, made during this full warranty period shall not be included in the Guaranteed Maximum Cost of Repairs.
- 2.19.3 **Warranty Rejection** - Maricopa County may avail itself of the bidder's standard warranty if more beneficial to Maricopa County.

2.20 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The successful bidder shall have and maintain a local factory authorized service station within the Phoenix, metropolitan area. The station shall be capable of supplying and installing component parts, and troubleshooting, repairing, and maintaining the equipment. Minimum service hours shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday.

2.21 DELIVERY:

Delivery is required FOB destination. Bidder to state same. The loader(s) are to be delivered ninety (120) days after receipt of purchase order. **Unit(s) shall have been completely inspected, serviced, tested and ready for full operation when delivered.**

2.22 MANUALS:

Comprehensive operator's manual, one per unit, **minimum or three if less than three units are purchased.** Maintenance, Electrical, Hydraulics, Drive-ability, Emissions and Component Overhaul manuals or equal information system such as (Subscription to Web Site, CD, or DVD), min. (3) each.

2.23 BASIS OF AWARD:

- 2.23.1 **Cost Summation** - Bids are requested on the summation of the cost of the loader, the cost of the 4000 hours or six (6) year Guaranteed Maintenance, and a Guaranteed Residual Value Agreement per machine purchase.

2.23.1.1 Proposal I - The County may accept the low bid for the Back/Loader and exclude both Guaranteed Repurchase; and Guaranteed Maintenance or

2.23.1.2 Proposal II - The County may accept the low bid for the Backhoe/Loader including the 4000 hour or six (6) year Guaranteed Maintenance Program and deducting the Guaranteed Maintenance Program or;

2.23.1.3 Proposal III - The County may accept the low bid for the Backhoe/Loader including the 4000 hour or six (6) year Guaranteed Maintenance Program and deducting the Guaranteed Repurchase Agreement price.

2.23.2 **Award Performance Test** - As more clearly described elsewhere in these specifications, may be used to determine the bid resulting in the lowest ultimate cost to Maricopa County. For the purpose of comparing bids the following will be assumed.

2.23.2.1 Performance Test Consideration - The adjusted total bid price of the Backhoe/Loaders, based on the results of the Pre-Award Performance Tests will be taken into consideration. The bidder shall note that when the terms “adjust” or “adjusted” are used in conjunction with the bidder’s total bid price, such terms are meant for use in comparison of bids only, and shall not be interpreted to mean that an actual adjustment to the bidder’s total bid price is being made.

2.23.2.2 Wave Or Cancel Performance Test - The Department reserves the right to waive and cancel the pre-award performance test and not adjust the total bid prices, and award to the lowest bidder complying with the Department’s specification.

2.23.2.3 Determining Criteria - The combination of any or all of above will be used to determine which is in the best interest of the County.

2.24 GUARANTEED MAINTENANCE:

2.24.1 **Successful Bidder** - Will be fully responsible for the total cost of repairs, including parts and labor, to the equipment furnished in excess of the Guaranteed Maximum Cost of Repairs as shown on the Bid Proposal Form during the first 4,000 hours of operation as recorded by the engine hour meter, or six (6) years from the date of delivery, whichever occurs first.

- 2.24.2 **Guaranteed Total Cost** - In determining whether the cost of repairs has been reached, the cost of warranty repairs made (including parts and labor) shall not be included.
- 2.24.3 **Guaranteed Maximum Cost** - In determining the cost of repairs, and in the enforcement of that provision of the agreement, the following rules shall apply:
- 2.24.3.1 Notice Requirement - In the event that the cost of repairs, including parts and labor, as computed by the County is less than \$1000.00 the County shall have the right to have the repairs made in the County's shop and need not give notice to the successful bidder prior to the repairs being made.
- 2.24.3.2 Computing Cost - In computing the cost of repairs, all County labor costs will be charged at the County's then prevailing rate. The present rate is \$57.00 per hour, and increases are not to exceed 10% per year. Parts shall be charged at actual cost and shall be purchased from the authorized dealer or the original equipment manufacturer, if possible.
- 2.24.3.3 Cost Estimate - If the cost of repairs, including parts and labor, is in excess of \$1000.00, as estimated by the County, the County shall submit to the successful bidder the estimated cost of the repairs and a detailed account of the work to be done. The successful bidder shall then review the estimate and a determination will be made as to where and how the work can best be performed.
- 2.24.3.4 Repair Facility Agreement - Repairs may be made in service shops other than those of the successful bidder and the County; however, the successful bidder and the County must agree to repairs made in other service shops within eight working hours of notification by the County to the bidder, and the service department chosen must be acceptable to both parties. The successful bidder will be notified of the cost of repairs made in service shops other than its own within five (5) days after completion of such repairs.

2.24.3.5 Non Delivery Of Parts - Should delivery of repair parts not be made within five (5) normal working days to the County, a daily charge of \$700.00 shall be added to the cumulative cost of repairs or each working day over five (5) that the part is not delivered. On the bidder's presentation to the County in writing of verifiable information that parts are not available to the dealer from his manufacturer by reason of strike, natural disaster or national emergency, the daily charge shall not be made. The successful bidder may avoid the penalty for non-delivery of parts by making available to Maricopa County, at no cost, a unit of similar size and capacity until Maricopa County's equipment is restored to service.

2.24.3.6 Record Access - The successful bidder shall have the right to examine repair cost records at any reasonable time. The County will maintain records reflecting pertinent repair cost information. The forms and means utilized by the County in providing this information are not material so long as substantially similar information is available.

2.24.3.7 Parts Pricing - The successful bidder agrees that any repair parts sold to Maricopa County in support of this equipment will not exceed the manufacturer's published list prices.

2.24.4 **Components Covered** - The successful bidder will be fully responsible for the total cost of repairs to the Backhoe/Loader in excess of the Guaranteed Maximum Cost of Repairs, including parts and labor, as follows:

2.24.4.1 Engine: Engine block and all internal and external components including air compressor, fuel, charging, cranking, exhaust, air intake and cooling systems, radiator, fan and pulleys, but excluding batteries, filters, fan belts, hoses, anti-freeze and engine oil.

2.24.4.2 Transmission: Complete power shift transmission and torque converter and all internal parts, including linkage and external lines, but excluding oil and filters.

2.24.4.3 Final drive: Complete planetary drive, excluding oil.

- 2.24.4.4 Steering: All hydraulic components, linkage and pins, excluding hydraulic hoses, oil and filters.
- 2.24.4.5 Brakes: Complete braking system, components, tank(s) and lines.
- 2.24.4.6 Suspension: Complete suspension system.
- 2.24.4.7 System: All hydraulic pumps, valves, controls and steel lines to all attachments and drives, excluding hydraulic hoses, oil and filters.
- 2.24.4.8 Loader: Loader tower, lift arms, cross tube, all lift cylinders and linkages, and bearings.
- 2.24.4.9 Backhoe: Pivot Frame assy., dipper-stick, linkage, hydraulic cylinders, and bearings.
- 2.24.4.10 Buckets: Complete buckets and attachments, including hydraulic cylinders, excluding cutting edges, end bits and teeth.
- 2.24.4.11 Tires and Wheels: Excluded.
- 2.24.4.12 Cab: Complete cab assembly, excluding glass and hardware.
- 2.24.4.13 Instruments and Gauges: All instruments, gauges, wiring and safety devices.
- 2.24.4.14 Air Conditioning: Complete air conditioning system, excluding refrigerant.
- 2.24.4.15 Main Frame: Complete mainframe assemblies.

2.25 **GUARANTEED RESIDUAL VALUE:**

- 2.25.1 **Guaranteed Residual Value Price** - The bidder shall guarantee a residual value price (trade-in allowance or a minimum bid at a public auction) at the expiration of 4500 hours or six (6) years, whichever occurs first, and include this figure on the attached proposal forms. Guaranteed residual value price as used in this specification is defined as:
 - 2.25.1.1 Guaranteed Trade-in Value - Should the County decide to purchase new equipment in a future bid call.
 - 2.25.1.2 **Minimum Bid** - Shall be made by the bidder at public auction in the event the County elects to auction the machine.

2.25.1.3 Time Frame - The bid or public auction shall be held within ninety days after the expiration of the contract term of 4500 hours or six (6) years, whichever occurs first.

2.25.1.4 Reserved Right - The County reserves the right to retain the subject Loader and to waive the guaranteed residual value provisions.

2.25.2 **Total Loss Clause** - In the event equipment subject to the Guaranteed Residual Value Agreement, while in possession of the County, is either totally destroyed or partially damaged to the extent that the equipment is beyond repair and is considered a total loss because the cost of restitution or repair exceeds the guaranteed residual value price, then the bidder is released from his obligation relating to guaranteed residual value.

2.26 OBLIGATION OF THE COUNTY:

2.26.1 **Equipment Operation** - Equipment purchased will be operated by County personnel and will be used in County maintenance operations and other purposes for which the equipment is designed.

2.26.2 **Assume Responsibility** - The County will assume responsibility for costs of repairs due to fire, theft, accident, vandalism, acts of nature, or neglect or abuse directly caused by County's personnel. Total repairs under such circumstances will not be included in computing the Guaranteed Total Cost of Repairs.

2.26.3 **Assume Cost** - The County will assume at its expense all costs of fuel, filters, belts, lubricants, and the application thereof, antifreeze, cutting edges, batteries, lights, glass breakage, tires, cleaning and repainting, and other items normally consumed in day-to-day operation.

2.26.4 **Maintain Equipment** - The County will maintain equipment in accordance with manufacturer's recommendations provided, however, the County reserves the right to use the same fuels, lubricants, and oils that it uses in other similar equipment. The County will have available a record of all maintenance performed. The bidder has the right to inspect equipment at any reasonable time and to make recommendations for repairs, improved maintenance, etc., which the County will follow to the best of its ability.

2.27 ACCEPTANCE OF EQUIPMENT:

Final acceptance will be effected immediately upon demonstration by the bidder to the County's satisfaction that the equipment purchased fully complies with specification and is capable of performing the functions for which it is designed. The County reserves the right to require actual field demonstration of the equipment purchased of up to 120 operating hours before final acceptance.

2.28 CURRENT PRODUCTION MODELS:

Maricopa County will accept bids only on new, current production models.

2.29 RIGHT OF REJECTION:

The Materials Management Department Director reserves the right to reject any bid that is unbalanced, unrealistic, or where disproportionate component costs of equipment, guaranteed maintenance, and guaranteed residual value are proposed.

2.30 LITERATURE:

Technical and descriptive literature must accompany bid proposals.

2.31 OPTIONS/PRICING:

All options listed in this bid call will be at the discretion of Maricopa County. Maricopa County may either accept or reject such options. Vendors shall submit pricing on all options listed on the pricing page.

2.32 EVALUATION / AWARD CRITERIA:

The evaluation of proposal will be based on but not limited to the following:

2.32.1 Conformance to specifications and required options.

2.32.2 Price

2.32.3 Delivery

2.32.4 Warranty

2.32.5 Time value of money analysis by the following methods:

2.32.5.1 Guaranteed Maintenance - Will be evaluated by using the present value of an annuity at 8% compound interest.

2.32.5.2 Guaranteed Residual Value - Will be evaluated by using the future value of money analysis at 8% compound interest.

2.33 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

Contractor shall provide copies of its sales literature and brochures, and copies of any manufacturer's technical and descriptive literature regarding the material it proposes to provide. Literature shall include sufficient in detail to allow full and fair evaluation of the offer submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

2.34 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

2.35 EXPEDITED DELIVERY:

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means.

The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

2.36 SHIPPING:

Bid prices shall be made F.O.B. destination freight pre-paid to the Using Agency within Maricopa County. The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

2.37 SHIPPING DOCUMENTS

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

2.38 TESTING:

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the Materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the materials conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the materials do not meet the Specifications, the expense of such analysis is to be borne by the Contractor.

2.39 BRAND NAME:

Bids on brands other than those listed are subject to approval based on evaluation. Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In some cases brands have been listed to define quality of products desired and is not intended to be restrictive or limit competition. Products substantially equivalent to those designated shall qualify for consideration.

2.40 PRODUCT DISCONTINUANCE:

In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

2.40.1 Documentation from the manufacturer that the product or model has been discontinued.

2.40.2 Documentation that names the replacement product or model.

2.40.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.

2.40.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

2.40.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.41 TRADE-INS:

Contractors are requested to submit prices on trade-in(s). Whether Materials will actually be traded is at the option of Maricopa County.

2.42 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

2.42.1 One (1) original and one (1) copy of all submissions is MANDATORY

2.42.2 Pricing pages, MANDATORY (Attachment A)

2.42.3 Agreement page, MANDATORY (Attachment B)

2.42.4 References (Attachment C)

2.42.5 Vendor Information, MANDATORY (Attachment D)

2.42.6 Literature, Technical and Descriptive, MANDATORY

2.43 ORDER CUTOFF INFORMATION:

Contractors submitting proposals (bids) shall advise the County of all known order cutoff dates for the equipment/product specified in the Invitation for Bids at the time of submission. Notification of any subsequent cutoff date(s) (learned after submission) shall also be the responsibility of the Contractor. The Contractor shall advise the County of **subsequent cutoff dates** by notifying the Procurement Consultant, **in writing**, of this new information.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a one () year period.

3.2 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.3 ORDERING AUTHORITY

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management. No other request is valid.

3.4 INDEMNIFICATION AND INSURANCE:

3.4.1 INDEMNIFICATION.

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.4.2 Abrogation of Arizona Revised Statutes Section 34-226.

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.4.3 Insurance Requirements.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.4.3.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

3.4.3.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

3.4.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

3.4.4 Certificates of Insurance.

3.4.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.4.4.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

3.4.4.3 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.5 FAILURE TO EXECUTE:

Upon failure of the successful Contractor to execute the contract, the bid security shall be forfeited to the County, not as a penalty but as liquidated damages to offset the cost to the County of conducting another invitation for bids. Contractor acknowledges that the County's loss as a result of the Contractor's failure to execute a contract would be difficult to determine, and that the value of the bid security is a fair and reasonable estimate of what those damages might be.

3.6 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WALT PRICE, PROCUREMENT CONSULTANT, 602-506-3454
(wprice@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

LES GLOVER, EQUIPMENT SERVICES, 602-506-4667
(les.glover@MAIL.MARICOPA.GOV)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.7 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.8 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Bidders are to provide one (1) original "hard copy" (labeled), one (1) duplicate "hard copy" (labeled) and one (1) electronic copy of pricing on a 3.5" diskette. Bidders are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. A corporate official who has been authorized to make such commitments must sign bids.

ALL REQUESTS FOR DISKETTES MUST BE FAXED TO THE PROCUREMENT CONSULTANT AT (602) 258-1573. IN ADDITION, ONE (1) HARD COPY OF EACH PAGE OF ATTACHMENT A (PRICING PAGE) SHALL BE SUBMITTED WITH YOUR BID.

RDO EQUIPMENT COMPANY, 2649 N 29TH AVENUE, PHOENIX, AZ 85009

**PRICING SHEET C251007/B0700024
NIGP CODE 76004**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

1. One (1) or more **BACKHOE / LOADER, 118 HP, 4X4 AND TRADE-IN OR OUTRIGHT SALE OF BACKHOE / LOADER (S)** in accordance with attached specifications:

2. Manufacturer: JOHN DEERE

3. Manufacturer's Model: 710 G

4. Delivery (days ARO): 90 - 120

5. Cut off date for ordering equipment (including options) offered on this contract, "REQUIRED": NONE

6. F.O.B. DESTINATION: ☒ Yes ☐ No

7. In addition to this invitation for bids (IFB), a blanket discount is required for parts and service that are not covered by warranty, for the life of the contract (no less than 120 days) at manufacturers list cost less THREE (3) % Date of catalog 07/01/2004 and labor rate \$75.00.

8. **OPTIONS:** *Will be used as part of the bid award process.*

8.1 **PROPOSAL # I:** **UNIT PRICE FOR ONE**

8.2 PRICE OF (1) NEW LOADER/BACKHOE - \$149,330.62 /EACH

9. **PROPOSAL # II:**

9.1 PRICE OF (1) NEW LOADER/BACKHOE - \$149,330.62 /EACH

9.2 ADD GUARANTEED MAINTENANCE COST - \$5,500.00 /EACH

9.3 TOTAL BID FOR COMPARISON PURPOSE - \$154,830.62 /EACH

10. **PROPOSAL # III:**

10.1 Price Of (1) New Loader/Backhoe \$149,330.62 /EACH

10.2 ADD GUARANTEED MAINTENANCE COST - \$5,500.00 /EACH

RDO EQUIPMENT COMPANY, 2649 N 29TH AVENUE, PHOENIX, AZ 85009

- 10.3 DEDUCT GUARANTEED RESIDUAL VALUE - \$55,000.00 /EACH
- 10.4 TOTAL L FOR BID COMPARISON PURPOSE - \$99,830.62 /EACH
11. VENDOR TO STATE MANUFACTURER'S PUBLISHED LIST PRICE AS DESCRIBED IN THESE SPECIFICATIONS: \$188,309.00 /EACH
12. **TRADE-IN:**
- 12.1 UNIT # 465, 1996 JOHN DEERE 710D LOADER/BACKHOE, SERIAL # T0710DJ822730, (4,000 HRS. OR LESS) \$46,000.00
13. **OUTRIGHT PURCHASE:**
- 13.1 UNIT # 465, 1996 JOHN DEERE 710D LOADER/BACKHOE, SERIAL # T0710DJ822730, (4,000 HRS. OR LESS) \$46,000.00
14. **AM/FM RADIO** (Installed) \$ -364.00 /EACH (PART OF BID SPEC.)
15. **TWO WHEEL DRIVE (COST DIFFERENCE)** \$5,847.00 /EACH
16. **RIDE CONTROL SYSTEM** (Installed) \$855.00 /EACH
17. **FORK ATTACHMENT** - JRB, Model 200cuf9649M, with eight (8) tines 48" long, or pre-approved equal. (Installed) \$8,858.80 /EACH
18. **LOADER BUCKET** - Multi-Purpose four-n-one with all hydraulics and cab controls to make a fully functional unit. (Installed) \$9,572.60 /EACH
- (Credit for general purpose bucket) \$2,727.00 /EACH
19. **LOADER BUCKET QUICK DISCONNECT** - Shall include all components necessary so that the front bucket can be disconnected and reconnected from inside the cab. (Installed) \$3,445.88 /EACH
20. **BACKHOE BUCKETS:** Heavy-duty quick disconnect design with lifting loop, equipped with welded shanks and pin-on teeth
- 20.1 **Bucket** - 18" (SWINGER IS 20" WIDE) \$1,775.00 /EACH
- 20.2 **Bucket** - 36" \$2,349.00 /EACH

RDO EQUIPMENT COMPANY, 2649 N 29TH AVENUE, PHOENIX, AZ 85009

Terms:	NET 30
Federal Tax ID Number:	45-0306084
Vendor Number:	450306084
Telephone Number:	602-415-4700
Fax Number:	602-233-0383
Contact Person:	JIM KLEPPE
E-mail Address:	ddickerson@rdoequipment.com
Company Web Site:	www.rdoequipment.com
Insurance Certificate	Required
Contract Period:	To cover the period ending OCTOBER 31, 2005.